

The following Service Particulars are incorporated into the Order Form between Ceridian and Client and form an integral part of the Agreement and are applicable to all Dayforce clients (which are clients who have purchased a Dayforce bundle as stated on the Order Form).

SERVICE PARTICULARS DAYFORCE GENERAL TERMS

1. CAPITALIZED AND DEFINED TERMS

1.1 All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Agreement (as defined in the MSA).

1.2 As used herein:

1.2.1 “*Annual Inflation Index*” means (i) in the case of the United States, the Employment Cost Index: Total Compensation: All Works: Civilian, Not Seasonally Adjusted (ECI), as published by the Bureau of Labor Statistics, US Department of Labor; (ii) in the case of Canada, the Consumer Price Index, as published by Statistics Canada, Government of Canada; and (iii) in the case of the United Kingdom, the Retail Prices Index excluding mortgage interest, as published by the National Statistics Office;

1.2.2 “*Business Hours*” means Ceridian’s regular business support hours on each Business Day;

1.2.3 “*Documentation*” means all documentation relating to the Software, whether in machine-readable or printed form, provided by Ceridian to Client, including any updates, revisions, new versions, and supplements to the Documentation;

1.2.4 “*Early Termination Fee*” means the fee payable by Client to Ceridian pursuant to Section 5.1 below if Client terminates the Service before the end of the initial Service Term (except pursuant to Section 3.2.2 (“Material Breach”) or Section 3.2.3 (“Insolvency”) of the MSA by Ceridian). The Early Termination Fee will be equal to the average monthly Recurring Fees (computed based on the average Recurring Fees paid by Client for Services during the three (3) month period preceding cancellation (or where the Services have not as yet commenced then based on estimated annual fees as shown in the Order Form, pro rated for 3 months), multiplied by the number of whole or partial months between the date that the cancellation is effective and the expiration date of the initial Service Term, less a discount equal to 25%.

1.2.5 “*Implementation Services*” means the implementation Services and/or deliverables to be provided in respect of the Subscribed Modules and Services, as described in the applicable Implementation SOW;

1.2.6 “*Implementation SOW*” means the Statement of Work detailing the Implementation Services;

1.2.7 “*Modifications*” means any error corrections, modifications or enhancements to the Software that are included by Ceridian in Support of the Software to all clients;

1.2.8 “*New Versions*” means new versions of the Software that may be deployed by Ceridian to Client for license pursuant to these Service Particulars;

1.2.9 “*Number of Employees*” means the number of employee records in the Software that do not have a terminated status, including full-time and part-time employees as well as any contingent labor or contractors, or any other individual in respect of whom information is being recorded in a Subscribed Module, and all administrators or other users who are accessing the Software or database relating to the Services (for the purposes of these Service Particulars, each shall be considered an “Employee”);

1.2.10 “*One Time Fees*” means those Fees set forth in the Order Form under the heading “Estimated One Time Fees”, or are otherwise identified or understood to be one time or non recurring Fees;

1.2.11 “*Planned Maintenance Window*” means Ceridian’s planned maintenance hours, currently 2:00 a.m. to 6:00 a.m. Eastern Time, Wednesdays and Thursdays;

1.2.12 “*Recurring Fees*” means those Fees set forth in the Order Form under the heading “Estimated Recurring Fees”, or are otherwise identified or understood to be Fees which are payable on the periodic recurring basis stated in the Order Form;

1.2.13 “*Regular Maintenance*” means (i) maintenance performed during the Planned Maintenance Window and (ii) maintenance for which the Client is provided at least 24 hours’ prior notice;

1.2.14 “*Service Start Date*” means the actual date on which the Services move beyond the test stage and the Parties have confirmed that the Services are ready for use in a live production environment;

1.2.15 “*Subscription Start Date*” means the earlier of the date Implementation Services are started (by way of a project kick off meeting) or sixty (60) days from execution of the Order Form;

1.2.16 “*Services*” means, collectively, access to the Subscribed Modules, together with all other Services described in these Service Particulars;

1.2.17 “*Software*” means the software program(s) licensed by Ceridian to Client through which the Services will be provided, together with all Modifications and New Versions;

1.2.18 “*Subscribed Module(s)*” means, at a given date, the module(s) to which Ceridian will provide Client access as part of the Services and as set forth in the Order Form; and

1.2.19 “*Support*” means the support and maintenance services provided by Ceridian to Client with respect to a Subscribed Module in accordance with these Service Particulars.

2. IMPLEMENTATION

2.1 **General Approach.** Ceridian’s general project approach to providing the Implementation Services is based on the concept of shared project responsibility, resulting in a cooperative, hands-on project that is jointly managed by Ceridian and Client. Ceridian works with Client to plan the project – its scope, schedule and resources. During the project planning phase, the Parties will agree upon their respective roles and responsibilities, which will be confirmed in writing and need to be completed in accordance with the agreed upon schedule in order for the Implementation Services to be delivered successfully and within the

desired timeline set forth in the project plan. Ceridian will educate Client's resources on how to maintain the Subscribed Modules so that Client will become self-sufficient with the functionality of the Subscribed Modules.

2.2 Assumptions. In addition to the assumptions and requirements set forth herein and in the Implementation SOW, Client acknowledges and agrees that the Fees are based on the following assumptions:

- 2.2.1 Client will accurately complete all applicable questionnaires, templates, discovery workbooks, and other documents and requests for data as reasonably required for Ceridian to fulfill its implementation roles and responsibilities;
- 2.2.2 Client will provide access to Client's current systems, data storage environment, and personnel with the appropriate knowledge of Client's systems and its configuration, to assist in data analysis for HR data import, exports and configuration. Client will provide any required data in the manner reasonably prescribed by Ceridian by the agreed upon timelines;
- 2.2.3 While both Ceridian and Client may have a project manager, Client is responsible for overall project and resource management. Lack of access to Client resources or changes to any individuals filling Client roles identified in the Implementation SOW may impact project timeline and costs;
- 2.2.4 Client will provide solution feedback and confirmation of acceptance through the prescribed process, and working with resources in a reasonable time frame per the project schedule.
- 2.2.5 Client will provide data requested by project team in a timely manner and per the project schedule;
- 2.2.6 Client Power User will be appointed during project launch stage, will complete necessary training per published curriculum prior to project kick-off, and will be available for the duration of the project;
- 2.2.7 Client will confirm acceptance for all Implementation Services leveraging Ceridian implementation methodology templates in a timely fashion and per the project schedule;
- 2.2.8 Any changes to scope described in the Implementation SOW will be addressed through a change request;
- 2.2.9 Client will complete training activities as outlined in the training curriculum and per the project schedule prior to Service Start Date;
- 2.2.10 Client will follow the instructions contained in the training materials;
- 2.2.11 The CONFIG environment (including all data) will be decommissioned after a period of thirty (30) days from the Service Start Date. The TEST environment will remain active for the duration of the Service Term; and
- 2.2.12 Additional non-production environments may be provided by Ceridian for Client's use, subject to additional costs.

3. SOFTWARE FUNCTIONALITY, HOSTING AND SUPPORT

3.1 Software Functionality

3.1.1 Client's election of the Subscribed Modules will be set forth in the Order Form, signed by both Ceridian and Client. Ceridian warrants that the Subscribed Modules and the Software shall substantially perform in accordance with the Software Functionality and Global Use Guide. Ceridian shall not be liable to remedy any failure of the Subscribed Modules and the Software resulting from the acts or omissions of Client or any third party (other than Ceridian Contractors), and is provided "as-is" and "as-available". The Subscribed Modules and the Software may be used by Client outside the Territory in accordance with the terms of the Software Functionality and Global Use Guide. Without limiting the terms of the Software Functionality and Global Use Guide, Client acknowledges and agrees that certain country specific laws (including privacy laws) outside of the Territory may, from time to time, restrict or prohibit Client's use of the Subscribed Modules and the Software, and Client is responsible for ensuring it is complying with such requirements.

3.2 Software Hosting and Support

3.2.1 Ceridian's Obligations.

- (i) Uptime. Ceridian shall host and provide ongoing support for the Software and supported third party products from data centers accessible via the internet. Ceridian will strive to ensure the web-based application interface for the production environment that will be accessed through Client URL, shall be available, on average, 99.5% of the time each calendar month, except for Regular Maintenance, and unavailability due to improper configuration of the Software caused by the Client or Client's use of unsupported hardware or software.
- (ii) Support. For so long as the Services remain in effect, and provided that Client has paid the applicable Fees, Ceridian shall provide Support in accordance with the following:
 - (a) Ceridian will, commensurate with the severity of the defect, correct any malfunction, defect or non-conformity in the operation of the Software from the Software Functionality and Global Use Guide posted on <http://www.ceridian.com/company/corporate/client-contract-portal-dayforce> (each, a "Defect") to enable the Software to substantially perform in accordance with the Software Functionality and Global Use Guide in effect at the time the Support is provided. Ceridian shall provide Client Named Support Users (as defined below) with access to (1) its toll free customer support telephone line (which rolls over to the emergency help line after Business Hours) and (2) online support portal (the "Help Desk") for reporting to Ceridian any Defects and for inquiries regarding the Services or ordinary use and operation of the Software as may arise from time to time. Live operators at the Help Desk shall be available during Business Hours. Client shall provide reasonable assistance related to Client systems, as required for Ceridian to correct a Defect. Such reasonable assistance may require Client to provide certain Client information, documentation, technical and other feedback related to Client's systems in order to assist Ceridian to correct such Defect;
 - (b) Support may be provided to Client Named Support Users through one or more of a number of means at Ceridian's reasonable discretion, such as telephone, e-mail, online meeting, or Internet self-service, which includes general technical information and assistance with Defect determination, isolation, verification, and resolution, during Business Hours with regard to in-person telephonic, e-mail and on-line meeting support, or 24/7 (excluding Regular Maintenance hours) with regard to Internet self-service. Support services are not to be used as an alternative to obtaining training. Client shall make commercially reasonable efforts to refer to the Documentation as a first step in answering questions and learning functions of the Services prior to contact with Ceridian with regard to problems or questions;

(c) In the event Client Named Support Users use the Help Desk to describe, categorize (in terms of nature and urgency) and submit requests for Support, Ceridian will strive to achieve a first response to such inquiry within the time frames set forth below.

Severity	Description	First Response	
		Application Support Standard	Application Support Premium (if purchased)
Urgent	A complete inability to use major functionality within the application resulting in a serious impact to the Client's business operations with no existing workaround	Within 1 Business Hour (Monday to Friday)	Within 1 Hour (Monday to Sunday)
High	Severely limited ability to use major functionality within the application that could impact the Client's business operations, with workarounds that may not fully address the issue	Within 8 Business Hours (Monday to Friday)	Within 4 Business Hours (Monday to Friday)
Medium	Minor errors in functionality within the application, often accompanied by workarounds	Within 12 Business Hours (Monday to Friday)	Within 12 Business Hours (Monday to Friday)
Low	General inquiries on the use of the application or; Minor cosmetic errors or incidents which otherwise do not require immediate attention or; Rare errors that appear during unusual conditions or are otherwise unlikely in normal use or; Errors which have a sustainable workaround	Within 24 Business Hours (Monday to Friday)	Within 24 Business Hours (Monday to Friday)

(d) Only those named persons (as indicated on the Help Desk access list provided from time-to-time by Client to Ceridian) trained on the use and operation of the Software ("Client Named Support Users") may access to the Help Desk for Support. Ceridian reserves the right to establish a maximum number of Client Named Support Users, acting reasonably.

(e) Ceridian will use commercially reasonable efforts to perform all required maintenance to the Software (or any other elements of the hardware or infrastructure necessary for the provision of the Services contemplated under these Service Particulars) during the Planned Maintenance Window. Ceridian will use commercially reasonable efforts to keep the period during which Client's access to the Software is impeded during the Planned Maintenance Window to a minimum. Ceridian will notify Client of all maintenance at least twenty-four (24) hours in advance, provided that, for maintenance for which Ceridian cannot provide twenty-four (24) hour response, Ceridian will provide notice as soon as reasonably practicable. Ceridian will not be responsible for any damages or costs incurred by Client, if any, for scheduled down time. Ceridian may change its Planned Maintenance Window upon thirty (30) days' prior notice to Client; and

(f) support provided under these Service Particulars does not include services provided with respect to the following matters: (1) any problem resulting from configuration or customization of the Services (including any Professional Services) made by a party other than Ceridian, Client, or other party authorized by Ceridian; or (2) any problem caused by modifications of the Software not made or authorized by Ceridian (other than ordinary configuration changes the functionality for which is built into the Software and intended to be made by Client).

(iii) Ceridian may from time to time (but shall not be required to unless a Modification is required to fix a Defect) make Modifications to the Software and/or its functionality, for purposes such as maintenance or upgrades, or otherwise as deemed appropriate by Ceridian. Such Modifications are within the discretion of Ceridian, and are not required to be made, but will not materially adversely affect Clients' Services (when viewed as a whole) or require the payment of additional Fees or costs. Modifications will be pre-announced a reasonable time in advance and Client shall have a reasonable opportunity to interact with modified Services in a non-live (e.g., test, sandbox) environment. Ceridian will only provide Support in respect of Ceridian Clocks as part of the Services, and will not provide Support or other assistance in respect of clocks or other hardware supplied by any other provider.

3.2.2 Client's Obligations.

(i) Client will not: (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (c) send or store any virus, worm, time bomb, Trojan horse or other harmful or malicious code, file, script, agent or program; (d) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (e) attempt to gain unauthorized access to the Services or related systems or networks.

(ii) Client will designate Client Named Support Users to triage all internal support incidents reported by end users. Triage occurring by Client Named Support Users includes: checking the Documentation for assistance in dealing with the reported incident, attempting to reproduce the incident in a production copy, and documenting the steps required to reproduce the incident. Upon reporting an incident, Client agrees to cooperate, work closely with, and provide assistance to Ceridian in the investigation, diagnosis, and resolution of the incident.

(iii) Ceridian shall have the right to access Client's account from time to time, for purposes of Support, administration, invoicing and to inspect Client's utilization of the Services so as to ensure Client's compliance with the provisions of this Agreement, as reasonably necessary in Ceridian's sole discretion.

(iv) Client is responsible for meeting the minimum software and system requirements needed to use the Services, as identified by Ceridian.

4. SERVICE FEES AND PAYMENT

4.1 Fees. The Fees payable by Client to Ceridian for the Services are as set forth in the Order Form. The Fees are exclusive of all Taxes. Except as otherwise stated herein, all invoices will be due and payable by Ceridian supported electronic means (e.g., direct deposit, pre-authorized debit) on the date of invoice.

4.2 Recurring Fees

4.2.1 The monthly Recurring Fees will be invoiced and payable monthly in advance, commencing as of the Subscription Start Date. Prior to the Service Start Date, the Recurring Fees invoiced and payable will be based on the quantity shown in the Order Form. Upon the Service Start Date, invoicing will be based on the Number of Employees as at the 15th of each calendar month, or such other date as may be communicated to Client by Ceridian. A designated bill cycle date will be established by Ceridian at order set-up for Recurring Fees. Services included in the Order Form that are based on a per occurrence (e.g., Fees for ancillary services shown on the Rate Sheet), will be invoiced monthly in arrears. Any estimated annual Fees shown in the Order Form are estimates only, based on Client's Number of Employees and/or transaction count as at the date of signing the Order Form. The annual Recurring Fees for additional non-production environments (if applicable) will be invoiced upon project kick-off and each anniversary thereof.

4.2.2 When and if made available by Ceridian, at Client's election, SMS text messaging for "Alerts and Notifications" functionality will be provided to Client at Ceridian's then current rate per message (both outbound and inbound messages shall be counted for the purposes of billing). Other miscellaneous charges may apply for mobile device access. Such Fees shall be billed based on the actual count for the previous month.

4.3 Training Fees. All event-based training Fees will be payable upon event completion. Subscription-based training Fees will be payable upon the Subscription Start Date (or if subscribed after the Subscription Start Date, immediately upon training subscription) and each renewal date thereof. Consulting-based training Fees will be invoiced on a time and materials basis, billed monthly based on the amount of work completed each month. The Fees stated in the Order Form have been calculated using an hourly rate based on the estimated hours stated therein, as determined by the Parties. The Fees payable will be based on actual hours worked. The training is for use within a twelve (12) month period, effective upon the Subscription Start Date (or upon signing of subsequent Order Forms). The hourly rate will expire at the end of such twelve (12) month period. If Client terminates the Agreement, the associated Services, or the training project, as the case may be, for any reason, Client will be responsible to pay to Ceridian any Fees incurred for hours worked.

4.4 Hardware Fees. All One Time Fees in respect of purchased Ceridian Clocks, badges or other tangible items or hardware, will be invoiced upon shipment. Clock annual maintenance Recurring Fees will be invoiced upon shipment of the purchased Ceridian Clocks and each renewal date thereof. Rental Recurring Fees will be invoiced upon shipment and each subsequent month. Recurring Fees with respect to webclocks will be invoiced upon configuration of the webclock and each subsequent month.

4.5 Annual Fee Increase. All Fees are subject to annual increases in an amount not to exceed the annual increase in the Annual Inflation Index for the Territory (on a cumulative basis from the Service Start Date), the first such increase to be calculated and effective on the first anniversary of the Service Start Date.

5. SERVICE TERM AND TERMINATION

5.1 Service Term and Fees payable for Early Termination. The Agreement for the Services shall be effective and binding immediately upon execution of the Order Form, and unless terminated earlier by a Party as expressly permitted under the termination provisions of the Agreement, shall remain in effect for an initial Service Term equal to the number of months / years set forth in the Order Form calculated from the Service Start Date. The Service Term shall automatically continue after the expiration of the initial Service Term, on the same terms and conditions without the need for any written extension agreement, until terminated by either Party upon ninety (90) days' prior written notice to the other, or until terminated otherwise in accordance with the termination provisions in the Agreement. If Client terminates the Services prior to the expiration of the initial Service Term, in addition to being responsible to pay Ceridian Fees for all work and Services provided up to and including the effective date of termination of the Services (including all One Time Fees for work performed up to such date), Client shall be required to pay Ceridian the Early Termination Fee.

5.2 Transition Assistance. Ceridian shall cooperate reasonably and in a timely manner on a time and materials basis with the efforts by Client, or any other party acting on Client's behalf, to provide for an orderly transition of the applicable Services to Client or another service provider.

6. ADDITIONAL PROVISIONS

6.1 TeamRelate. The TeamRelate feature made available via the Software is intended to be used as one part of an overall candidate and employee assessment process and is not designed or recommended for standalone use or as a replacement for the professional judgment of Client's employees. If Client becomes dissatisfied with the TeamRelate feature, Client's sole remedy shall be to discontinue its use.

6.2 Extended Access to Historical Data. To the extent Client is migrating the Services described hereunder from an existing Ceridian hosted platform (the "Prior Ceridian System"), Ceridian agrees to provide access to Client's data stored in the Prior Ceridian System (the "Historical Data") for a period of six (6) months following the Service Start Date (subject to any shorter retention period as required by applicable privacy or other laws) or on the Prior Ceridian System retirement date, whichever is earlier. Access to the Historical Data will be provided at no charge during such 6 month period. Unless otherwise agreed between the Parties in writing, access will be terminated without further notice upon expiration of the noted period.